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Attorneys for Plaintiff

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

VIRGINIA PEREZ, individually,  
and on behalf of all others similarly  
situated,

Plaintiff,

v.

MAID BRIGADE, INC., a  
Delaware Corporation, and BMJ  
LLC, a California Limited Liability  
Company,

Defendants.

Case No. C 07-3473 SI

**DECLARATION OF ALAN HARRIS  
IN SUPPORT OF PLAINTIFF'S  
MOTION FOR CONDITIONAL  
CERTIFICATION OF  
SETTLEMENT CLASS,  
PRELIMINARY APPROVAL OF  
CLASS-ACTION SETTLEMENT,  
AND APPOINTMENT OF  
QUALIFIED SETTLEMENT  
ADMINISTRATOR**

Date: June 6, 2008  
Time: 9:00 a.m.  
Dep't: 10

*Assigned to Hon. Susan Illston*

ALAN HARRIS declares under penalty of perjury as follows:

1. I am a member in good standing of the State Bar of California and am one of the attorneys for Plaintiff in the within action. I make this Declaration on behalf of the Plaintiff and in support of the Motion for Conditional Certification of Settlement Class, Preliminary Approval of Class-Action Settlement, and Appointment of Qualified Settlement Administrator. If sworn as a witness, I could competently testify to each and every fact set forth herein from my own personal knowledge.

2. I have represented plaintiffs in complex class actions, e.g., Illinois v. Ill.

1 Brick Co., Inc., 431 U.S. 720 (1977); Gregory v. SCIE, LLC, 317 F.3d 1050 (2003); In  
 2 re Masterkey Antitrust Litig., 1978-1 Trade Cas. Para. 61,887 (D. Conn. 1977)(jury trial  
 3 for plaintiffs); In re Folding Carton Antitrust Litig., 83 F.R.D. 251 (N.D. Ill. 1978); In re  
 4 Anthracite Coal Antitrust Litig., 82 F.R.D. 364 (M.D. Pa. 1979), and in other complex  
 5 litigation, e.g., In re Uranium Antitrust Litig., 503 F. Supp. 33 (N.D. Ill. 1981); In re  
 6 Grand Jury, 469 F. Supp. 666 (M.D. Pa. 1980); United States v. Gleneagles Inv. Co.,  
 7 Inc., 584 F. Supp. 671, 689 (M.D. Pa. 1984), *aff'd. in part & vacated in part, and*  
 8 *remanded sub. nom.* United States v. Tabor Court Realty Corp. 803 F.2d 1288 (3d Cir.  
 9 1986), *cert. den. sub. nom.* McClellan Realty Co. v. United States (1987) 483 U.S. 1005.  
 10 In addition, I have represented many employees in disputes concerning their receipt of  
 11 pay, both before the State of California Department of Labor Standards Enforcement and  
 12 in state and federal courts in California. E.g., Readmond v. Straw Dogs, Inc., Los  
 13 Angeles Superior Court No. BC257394 (over \$100,000 distributed to class members in  
 14 Labor Code section 203 case); Angel Paws, Inc. v. Avalon Payroll Servs., Inc., Los  
 15 Angeles Superior Court No. BC 188982 (over \$450,000 distributed to class members in  
 16 Labor Code section 203 case); Brackett v. Saatchi & Saatchi, Case No. BC 298728 (over  
 17 \$170,000 distributed to class members in an FLSA and Labor Code section 203 case);  
 18 Harrington v. EPSG, Los Angeles Superior Court No. BC 312171 (\$1,000,000 recovered  
 19 for police officers working in the motion-picture industry); Greenberg v. EP Mgmt Sers.,  
 20 LP, Los Angeles Superior Court No. BC 237787 (over \$5,000,000 recovered for motion-  
 21 picture industry employees); Parinet v. Lapin, 2004 Cal. App. Unpub. LEXIS 5217  
 22 (2004); Gregory v. Superior Court, 2004 Cal. App. Unpub. LEXIS 10948 (2004); Agatep  
 23 v. Exxon, Case No. CV 05-2342 (C.D. Cal.) (recovery of \$1,500,000 for violations of,  
 24 *inter alia*, Cal. Lab. Code); Doty v. Costco, Case No. CV 05-3241 (C.D. Cal.) (recovery  
 25 of \$7,000,000 for violations of, *inter alia*, Cal. Lab. Code).

26 3. In negotiating the Stipulation of Settlement, I have very carefully  
 27 considered the risks of further litigation. I have also carefully considered the expenses  
 28 involved in further litigation, the potential recovery to the Class if the case were fully

1 litigated through trial, and the probability of any recovery for Class Members being  
2 delayed in the event of a successful trial outcome by the taking of an appeal. After a  
3 careful analysis of all of the relevant factors, I have formed and now hold the opinion  
4 that the terms and conditions embodied in the Stipulation of Settlement are fair,  
5 reasonable, and equitable; that they represent a good result; and that the risks and delay  
6 of further litigation likely outweigh the potential benefits that might derived from further  
7 litigation.

8 4. Upon approval of Harris & Ruble as Settlement Administrator and upon  
9 final approval of the settlement, Defendants will deposit \$90,000.00 in settlement funds  
10 to the Harris & Ruble trust account for distribution to Members of the Settlement Class  
11 who have submitted valid and timely Claim Forms. Such funds deposited into the trust  
12 account of Harris & Ruble shall be deemed in the custody of the Court to the same extent  
13 as if funds had been directly deposited with the Court. A true and correct copy of the  
14 Stipulation of Settlement with Defendants is attached as Exhibit 1 to this Declaration.

15 5. A true and correct copy of the Notice of Pendency of Class Action is  
16 attached as Exhibit 2 to this Declaration.

17 6. A true and correct copy of the Claim Form is attached as Exhibit 3 to this  
18 Declaration.

19 7. Defendant BMJ LLC has advised that, promptly after preliminary approval  
20 of the settlement, it will produce a full and complete list of the names and addresses of  
21 all Members of the Settlement Class. In addition, with respect to those for whom Harris  
22 & Ruble receive undelivered return envelopes, Harris & Ruble subscribes to a special  
23 Lexis service from which current address information is available, and we will consult  
24 that source, as necessary. Accordingly, I believe that notice by first-class mail will most  
25 likely give actual notice to nearly all Class Members and that the expense of publication  
26 is unwarranted in this case.

27 8. Based on my experience in matters of this nature, the \$90,000 settlement  
28 fund will be adequate to pay all claims for unpaid wages.

1 I have read the foregoing, and the facts set forth herein are true and correct of my  
2 own personal knowledge. Executed May 23, 2008, in the County of Los Angeles, State  
3 of California.

4  
5 /s/

6 Alan Harris  
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**PROOF OF SERVICE**

I am attorney for Plaintiff herein, over the age of eighteen years, and not a party to the within action. My business address is Harris & Ruble, 5455 Wilshire Boulevard, Suite 1800, Los Angeles, California 90036. On May 23, 2008, I served the within document(s): **DECLARATION OF ALAN HARRIS IN SUPPORT OF PLAINTIFF'S MOTION FOR CONDITIONAL CERTIFICATION OF SETTLEMENT CLASS, PRELIMINARY APPROVAL OF CLASS-ACTION SETTLEMENT, AND APPOINTMENT OF QUALIFIED SETTLEMENT ADMINISTRATOR.**

I caused such to be delivered by hand in person to:

N/A

I caused such to be delivered by fax or e-mail to:

N/A

I am readily familiar with the Firm's practice of collection and processing correspondence for mailing. Under that practice, the document(s) would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid in the ordinary course of business, addressed as follows:

N/A

I caused such to be delivered via the Court's CM/ECF System:

James Bowles  
jbowles@hillfarrer.com  
docket@hhillfarrer.com  
lforte@hillfarrer.com  
smcloughlin@hillfarrer.com

Michelle Johnson  
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Edward McLoughlin  
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avillar@hillfarrer.com  
docket@hillfarrer.com

Daniel Shea  
Daniel.shea@nelsonmullins.com

I declare under penalty of perjury that the above is true and correct. Executed on May 23, 2008, at Los Angeles, California.

/s/

David Zelenski